



Republic of the Philippines
Supreme Court
 Manila

SUPREME COURT OF THE PHILIPPINES
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TITA* MANGAYAN,
Complainant,

A.C. No. 11520
(Formerly CBD Case No. 17-5472)

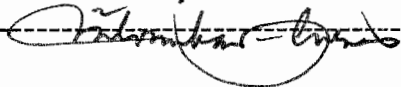
Present:

GESMUNDO, C.J.,
 PERLAS-BERNABE,
 LEONEN,
 CAGUIOA,
 HERNANDO,
 LAZARO-JAVIER,
 INTING,
 ZALAMEDA,
 LOPEZ, M.,
 GAERLAN,
 ROSARIO,
 LOPEZ, J.,
 DIMAAMPAO, and
 MARQUEZ,
 KHO, JR., JJ.

- versus -

ATTY. CIPRIANO G. ROBIELOS
III,
Respondent.

Promulgated:
 April 5, 2022

X----------X

DECISION

GAERLAN, J.:

Before this Court is a Verified Disbarment Complaint with Prayer for the Immediate Suspension of the Respondent in the Practice of Law¹ (Complaint) dated October 17, 2016 filed by complainant Tita Mangayan

* Also spelled as "Tina" in the *rollo*.
¹ *Rollo*, pp. 1-4.

(Complaint) dated October 17, 2016 filed by complainant Tita Mangayan (complainant) against respondent Atty. Cipriano G. Robielos III (respondent). Complainant charges respondent with violations of Canon 1, Rule 1.01, Canon 7, and Rule 7.03 of the Code of Professional Responsibility. Notwithstanding the caption of the complaint, complainant merely prays for respondent's disbarment or suspension after due proceedings, to wit:

WHEREFORE, premises considered, the Complainant respectfully prays that [the] instant Verified Disbarment Complaint, after due hearing, judgment be rendered finding the Respondent Guilty for violation of the Professional Code of Responsibility for lawyers and he should be meted with the supreme penalty of disbarment or suspension.²

FACTS

Loan with complainant

Sometime in 1995, respondent contracted a loan from the complainant in the amount of ₱594,185.00. As payment for the obligation, respondent issued four postdated checks (the first set of checks), all drawn against Philam Savings Bank-United Nations Branch.³ The details of the checks are as follows:

| Drawee Bank | Check No. | Date | Amount |
|---------------------|-----------|------------------|--------------------------------|
| Philam Savings Bank | 0002655 | October 17, 1995 | ₱24,560.00 |
| Philam Savings Bank | 0002661 | October 22, 1995 | ₱281,750.00 |
| Philam Savings Bank | 0002654 | October 13, 1995 | ₱37,975.00 |
| Philam Savings Bank | 0002653 | October 1, 1995 | ₱249,900.00 |
| Total | | | ₱594,185.00⁴ |

When the obligation fell due, complainant presented the checks for payment but were all subsequently dishonored. Immediately, complainant informed respondent of the bounced checks and the latter committed to replacing the dishonored checks. However, for six years no replacement was ever given by respondent. As such, complainant initiated a criminal complaint for a violation of Batas Pambansa Blg. 22 (BP 22) which eventually reached the Metropolitan Trial Court of Quezon City.⁵ The case was, however, archived due to respondent's failure to attend the scheduled arraignment.⁶

² Id. at 3.

³ Id. at 9.

⁴ Id.

⁵ The case was docketed as Criminal Case Nos. 62853-56 entitled *People of the Philippines v. Atty. Cipriano G. Robielos III*, and pending before the Metropolitan Trial Court of Quezon City, Branch 35.

⁶ *Rollo*, pp. 1-2.

Respondent remained at large for several years until his successful arrest sometime in 2016. It was only at this point that he had resumed communications with complainant regarding his obligations. Desirous for an expeditious settlement of her claims against respondent, complainant entered into a Compromise Agreement⁷ dated May 2, 2016 with respondent. In pursuit of the Compromise Agreement, respondent committed to replace the first set of checks issued.⁸ Accordingly, respondent issued four postdated Bank of Commerce checks (the replacement checks)⁹ with an aggregate value of ₱500,000.00, to wit:

| Drawee Bank | Check No. | Date | Amount |
|--------------------|------------------|----------------|---------------------------------|
| Bank of Commerce | 0000053 | August 2, 2016 | ₱217,516.00 |
| Bank of Commerce | 0000056 | August 2, 2016 | ₱100,000.00 |
| Bank of Commerce | 0000055 | August 2, 2016 | ₱74,384.00 |
| Bank of Commerce | 0000054 | August 2, 2016 | ₱108,100.00 |
| Total | | | ₱500,000.00¹⁰ |

At the time the replacement checks were agreed to be deposited for payment, respondent requested for at least eight extensions of time. In all these instances, complainant acceded to the request of respondent and refrained from depositing the replacement checks.¹¹ However, on September 16, 2016—more than a month after the due date for the payment of his obligation under the Compromise Agreement—respondent stopped communicating with complainant.¹² Complainant was thus constrained to present the replacement checks for payment. But, much to her chagrin, the replacement checks were likewise dishonored.¹³

Loan with Elizabeth Macapia

Respondent was not only indebted to complainant in 1995. In same year, he incurred a loan from one Elizabeth Macapia (Macapia), a cousin of complainant, totaling ₱441,000.00. Similar to his obligation to complainant, he issued two postdated checks drawn against Philam Savings Bank (the second set of checks)¹⁴ as payment:

⁷ Id. at 13-15.

⁸ Id. at 2.

⁹ Id. at 12.

¹⁰ Id.

¹¹ Id. at 6-7.

¹² Id.

¹³ Id. at 2

¹⁴ Id.

| Drawee Bank | Check No. | Date | Amount |
|---------------------|-----------|------------------|---------------------------------|
| Philam Savings Bank | 0002662 | October 13, 1995 | ₱26,950.00 |
| Philam Savings Bank | 0002663 | October 22, 1995 | ₱414,050.00 |
| Total | | | ₱441,000.00¹⁵ |

Complainant claims that she served as an accommodation co-maker of the obligation of respondent to her cousin. Unfortunately, much like the previous checks that respondent had issued, the second set of checks were likewise dishonored. In view of the respondent's failure to timely fund these checks, complainant, as a co-maker, settled respondent's obligation with Macapia, and resolved to pursue the amount she advanced from respondent.¹⁶

Respondent's failure to settle his obligation to Macapia effected another criminal case against him, which is currently pending before the Regional Trial Court (RTC) of Quezon City, Branch 217.¹⁷

Proceedings before this Court and the Integrated Bar of the Philippines

In total, respondent had owed complainant a total of ₱1,035,185.00, which remained uncollected to this day. Accordingly, complainant initiated the instant administrative proceedings.

On May 4, 2017, after requesting for an extension of the period of time to file a comment,¹⁸ respondent filed his Answer¹⁹ dated May 2, 2017. In his Answer, respondent essentially admits to being indebted to complainant but qualifies that he merely acted as an accommodation party for one Danilo Valenzona (Valenzona). According to respondent, he merely acceded to the request of Valenzona to "borrow" his personal checks in order to help conclude a business transaction between Valenzona and complainant.²⁰ Oddly, in the same breath that he asserts that he is "not personally indebted to the complainant[,]"²¹ he likewise states that he "is willing to pay the obligation which he assumed[,]"²² and that "complainant should be considerate enough

¹⁵ Id. at 10.

¹⁶ Id. at 2.

¹⁷ Id.

¹⁸ Report and Recommendation, id. at 25. Note respondent's Motion for Extension of Time to File Verified Comment dated April 4, 2017, was due to the fact that he had recently suffered a stroke, id. at 26-28.

¹⁹ Id. at 54-57.

²⁰ Id. at 55.

²¹ Id.

²² Id.

especially that she knows that the respondent is merely an accommodation party.”²³

Respondent makes no asseveration with respect to his debts to Macapia in his Answer.

Less than a week after, or on May 11, 2017, complainant filed a Reply²⁴ dated May 9, 2017, where she denied having dealt with Valenzona, and highlighted the fact that respondent presented no evidence to prove his claims in his Answer.

In a Resolution²⁵ dated July 5, 2017, this Court referred the case to the Integrated Bar of the Philippines Commission on Bar Discipline (IBP-CBD) for investigation, report, and recommendation.

Before the IBP-CBD, respondent neither appeared before the Investigating Commissioner (IC) for the mandatory conferences, nor complied with the IC’s Orders to file a Verified Comment, Mandatory Conference Brief, or Position Paper.²⁶ As such, the case was eventually submitted for resolution where the IC, in his Report and Recommendation²⁷ dated June 14, 2019, recommended that respondent be suspended from the practice of law for two years:

In view of the foregoing, it is respectfully recommended that Atty. Cipriano G. Robielos III be SUSPENDED from the practice of law for TWO (2) YEARS for his violation of Rule 1.01 of the Code of Professional Responsibility and be STERNLY WARNED that repetition of same or similar conduct will be more severely dealt with.

RESPECTFULLY SUBMITTED.²⁸

In a Resolution²⁹ dated August 22, 2020, the IBP Board of Governors approved and adopted with modification the recommendation of the IC, to wit:

²³ Id. at 56.

²⁴ Id. at 37-39.

²⁵ Id. at 57-58.

²⁶ Id. at 116.

²⁷ Id. at 115-125, prepared and signed by Investigating Commissioner Ernesto A. Altamira III.

²⁸ Id. at 125.

²⁹ Id. at 113-114; was under the signature of Roland B. Inting, National Secretary of the IBP.

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Resolution No. CBD-2020-08-20
CBD Case No. 17-5472
(Adm. Case No. 11520)
Tita Mangayan vs.
Atty. Cipriano G. Robielos III

*RESOLVED to APPROVE and ADOPT, as it is hereby APPROVED and ADOPTED, the Report and Recommendation of the Investigating Commissioner in the above-entitled case, for being fully supported by the evidence on record and the applicable laws and rules, with modification on the recommended penalty for Atty. Cipriano G. Robielos III from suspension from the practice of law for two (2) years to **SUSPENSION FROM THE PRACTICE OF LAW FOR ONE (1) YEAR with a Stern Warning** that repetition of the same or similar conduct shall be dealt with more severely, considering that respondent did not turn his back on his indebtedness.³⁰*

DISCUSSION

This Court finds the Report and Recommendation of the IC and the Resolution of the IBP Board of Governors impressed with merit and resolves to adopt the same with modification.

The order of society rests upon the effective administration of justice for which members of the Bar play a crucial and indispensable role.³¹ In the fulfillment of this role, “lawyers must not only in fact be of good moral character but must also be seen to be of good moral character and leading lives in accordance with the highest moral standards of the community.”³² The motivation behind such a stringent standard is easy to see. Lawyers are the most visible representation of our country’s system of justice; as such, their deportment speaks volume of the credibility and quality of the country’s legal system. As this Court has repeatedly emphasized:

Law is a noble profession, and the privilege to practice it is bestowed only upon individuals who are competent intellectually, academically and, equally important, morally. Because they are vanguards of the law and the legal system, lawyers must at all times conduct themselves, especially in their dealings with their clients and the public at large, with honesty and integrity in a manner beyond reproach.³³

³⁰ Id. at 113.

³¹ Charles Riedl, *The Proper Place and Function of the Lawyer in Society*, 35 Marq. L. Rev. 1 (1951); see *Lao v. Medel*, 453 Phil. 115, 120 (2003).

³² *Zaguirre v. Castillo*, 446 Phil. 861, 869 (2003).

³³ *Resurreccion v. Sayson*, 360 Phil. 313, 322 (1998).

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The present controversy presents a familiar question before this Court: may a lawyer be administratively sanctioned by this Court for having failed to pay debts as they fall due, and for having issued worthless checks as payment for such debts? In the absence of circumstances that would evince good faith, the answer is an unequivocal yes. In *Lim v. Rivera*,³⁴ this Court held:

It is undisputed that respondent had obtained a loan from complainant for which he issued a post-dated check that was eventually dishonored and had failed to settle his obligation despite repeated demands. It has been consistently held that “[the] **deliberate failure to pay just debts and the issuance of worthless checks constitute gross misconduct, for which a lawyer may be sanctioned with suspension from the practice of law.** Lawyers are instruments for the administration of justice and vanguards of our legal system. They are expected to maintain not only legal proficiency but also a high standard of morality, honesty, integrity and fair dealing so that the peoples’ faith and confidence in the judicial system is ensured. **They must at all times faithfully perform their duties to society, to the bar, the courts and to their clients, which include prompt payment of financial obligations.** They must conduct themselves in a manner that reflects the values and norms of the legal profession as embodied in the Code of Professional Responsibility.” Thus, the IBP IC correctly ruled that respondent’s act of issuing a worthless check was a violation of Rule 1.01, Canon 1 of the CPR, which explicitly states:

CANON 1 — A lawyer shall uphold the constitution, obey the laws of the land and promote respect for law and legal processes.

Rule 1.01 — A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

In *Enriquez v. De Vera*, the Court categorically pronounced that a lawyer’s act of issuing a worthless check, punishable under Batas Pambansa Blg. 22, constitutes serious misconduct penalized by suspension from the practice of law for one (1) year, for which no conviction of the criminal charge is even necessary. Batas Pambansa Blg. 22 was “designed to prohibit and altogether eliminate the deleterious and pernicious practice of issuing checks with insufficient funds, or with no credit, because the practice is deemed a public nuisance, a crime against public order to be abated.” Being a lawyer, respondent was well aware of, or was nonetheless presumed to know, the objectives and coverage of Batas Pambansa Blg. 22. Yet, he knowingly violated the law and thereby “exhibited his indifference towards the pernicious effect of his illegal act to public interest and public order.”³⁵ (Emphasis supplied; citations omitted)

³⁴ 833 Phil. 609 (2018).

³⁵ Id. at 615-616.

Differently stated, the nonpayment of just obligations coupled with issuance of worthless checks by a lawyer, regardless if the issuance was made in a professional or private capacity warrants disciplinary sanction.³⁶ Such acts are indicative of the unfitness of the lawyer for the trust and confidence reposed on him/her, and demonstrates a lack of personal honesty and good moral character.³⁷

In the present case, respondent does not dispute that he had been indebted to complainant since 1995. Respondent merely proffers the excuse that he had “acted as accommodation party to Valenzona, [respondent’s] friend who purchased construction materials from the complainant.”³⁸ However, such an excuse is untenable. Not only is the assertion bereft of evidentiary support, but more importantly, as a lawyer, respondent should have known that being an accommodation party does not absolve him from responsibility for the loan incurred. Indeed, as an accommodation party he is directly and primarily liable to complainant.³⁹ *Apropos* is the discussion of this Court in *Ang v. Associated Bank*,⁴⁰ to wit:

As petitioner acknowledged it to be, the relation between an accommodation party and the accommodated party is one of principal and surety — the accommodation party being the surety. As such, he is deemed an original promisor and debtor from the beginning; he is considered in law as the same party as the debtor in relation to whatever is adjudged touching the obligation of the latter since their liabilities are interwoven as to be inseparable. Although a contract of suretyship is in essence accessory or collateral to a valid principal obligation, the surety’s liability to the creditor is immediate, primary and absolute; he is directly and equally bound with the principal. As an equivalent of a regular party to the undertaking, a surety becomes liable to the debt and duty of the principal obligor even without possessing a direct or personal interest in the obligations nor does he receive any benefit therefrom.⁴¹ (Citations omitted)

It is equally uncontroverted that in at least three instances, respondent had issued three sets of postdated checks as payment for his loan obligation but which checks were all eventually dishonored by the respective drawee banks.⁴² To be precise, the first set and second set of checks were issued in 1995, while the replacement checks were issued 11 years thereafter, or in 2016, supposedly as replacement for the first set of dishonored checks.⁴³ In total, at least 10 worthless checks were issued by respondent.⁴⁴

³⁶ See *Co v. Bernardino*, 349 Phil. 16, 23 (1998).

³⁷ *Cuizon v. Macalino*, 477 Phil. 569, 575 (2004).

³⁸ *Rollo*, p. 55.

³⁹ *Spouses Gardose v. Tarroza*, 352 Phil. 797, 807 (1998).

⁴⁰ 559 Phil. 29 (2007).

⁴¹ *Id.* at 57.

⁴² *Rollo*, pp. 1-2.

⁴³ *Id.* at 9-10, 12.

⁴⁴ *Id.*

Respondent explains that the first set of checks were dishonored since his friend, Valenzona, was unable to timely fund the checks which the former had issued in accommodation of the latter. Meanwhile, the replacement checks were unfunded supposedly “due to business reverses of [respondent’s] clients[.]”⁴⁵ He offers no explanation why the second set of checks were dishonored. Nevertheless, the excuses offered by respondent are pregnant with admission that at the time of the issuance of the checks, his accounts with the respective drawee banks had insufficient funds. Thus, rather than elicit sympathy from this Court, the justification offered by respondent speaks volume of his moral turpitude. Purposely issuing a check for value with knowledge that at the time of issuance there were no sufficient funds or credit with the drawee bank is squarely a violation of BP 22.⁴⁶

At this juncture, it bears to emphasize that respondent’s assertion that he is “willing to pay the obligation which he assumed[.]” and that “complainant should be considerate enough especially that she knows that the respondent is merely an accommodation party[.]”⁴⁷ is nothing short of appalling.

First, respondent’s purported “willingness” to pay is diametrically opposed to reality. For decades, respondent avoided being made answerable for his debt, and even abstained from participation in the cases eventually filed against him after he had absconded for years. Moreover, despite several chances given to him by complainant, respondent still failed, if not refused, to pay.⁴⁸ In fact, to this day—27 years after the loan was contracted—it would appear that his obligations remained unsettled.

Second, complainant has been very accommodating of respondent. Despite the loan being contracted in 1995, in 2016, or after a lapse of 11 years, complainant still expressed willingness to give respondent a chance to settle his obligation by entering into a compromise agreement. Further, and as previously mentioned, complainant gave numerous extensions of time to respondent before she had actually deposited the replacement checks for payment.⁴⁹ To stress, these extensions of time were given by complainant years **after** respondent had absconded.

⁴⁵ Id. at 120.

⁴⁶ *Resterio v. People*, 695 Phil. 693, 701 (2012), outlines the elements for a violation Bataz Pambansa Blg. 22, to wit: (1) The making, drawing, and issuance of any check to apply for account or for value; (2) The knowledge of the maker, drawer, or issuer that at the time of issue there were no sufficient funds in or credit with the drawee bank for the payment of such check in full upon its presentment; and (3) The dishonor of the check by the drawee bank for insufficiency of funds or credit or the dishonor for the same reason had not the drawer, without any valid cause, ordered the drawee bank to stop payment.

⁴⁷ *Rollo*, pp. 53-54.

⁴⁸ Id. at 101.

⁴⁹ Id. at 120.

In fine, the period of time that has lapsed combined with the actions taken by respondent inexorably lead to the conclusion that he had no true intention of settling his obligation to complainant. Accordingly, it is beyond cavil that respondent had failed to observe the exacting standards of morality demanded by Canon 1 and Rule 1.01 of the Code of Professional Responsibility. The requirement of possessing a good moral character is not only a condition precedent to the admission to the Bar, but also a continuing requirement for the practice of law.⁵⁰ Undoubtedly, therefore, administrative sanction is warranted by respondent's misconduct.

This Court, however, disagrees with the recommended sanction of one (1) year suspension by the IBP Board of Governors insofar as it is not commensurate to the gravity of the wrong committed by respondent. Respondent is not deserving of such largesse considering the attendant circumstances. In *Barrios v. Martinez*,⁵¹ the conviction of the lawyer by final judgment of a violation of BP 22, a crime of moral turpitude, coupled with such lawyer's willful refusal to participate in the disciplinary proceeding warranted the penalty of disbarment. Similarly, in *People v. Tuanda*,⁵² a lawyer was indefinitely suspended after having been convicted of three counts of a violation of BP 22. Meanwhile, in *A-1 Financial Services, Inc. v. Valerio*,⁵³ this Court imposed the penalty of two years' suspension in light of the amount involved, *i.e.*, ₱50,000.00, and the brazen disregard by the respondent-lawyer therein of the orders of the IBP-CBD on the filing of an answer and appearance in the hearing. The same penalty was imposed to a respondent-lawyer in *Sanchez v. Torres*⁵⁴ for substantially similar facts as the instant case.

In view of the foregoing, this Court finds that the appropriate penalty to be imposed to respondent is suspension from the practice of law for a period of five (5) years with a stern warning that a repetition of the same or similar offense will warrant a more severe penalty. This Court finds the penalty proper in view of the following circumstances: (1) the amount involved in the instant case; (2) the fact that respondent had issued two sets of a number of worthless checks; (3) the more than two decades that the obligation has remained outstanding; (4) the failure of respondent to participate in the cases filed against him, including the instant administrative proceedings; and (5) the fact that respondent had not yet been convicted of the accusations against him in separate, but related, criminal proceedings before the RTCs.

⁵⁰ *Lao v. Medel*, supra note 31 at 121-122.

⁵¹ 485 Phil. 1, 15 (2004).

⁵² 260 Phil. 572 (1990).

⁵³ 636 Phil. 627, 633 (2010).

⁵⁴ 748 Phil. 18 (2014).

In addition to the foregoing sanction, this Court cannot overlook the fact that respondent, in more than one instance, displayed abject failure to obey the lawful orders of this Court and the IBP-CBD. In *Phie v. Robielos III*,⁵⁵ this Court meted respondent with a penalty of three (3) months' suspension with a stern warning that a repetition of the same or similar infraction will be dealt with more severely "for his unjustified failure to obey the lawful orders of the IBP Commission on Bar Discipline (Commission) requiring him to file pleadings and appear before the Commission[.]"⁵⁶

While this Court notes that the above-mentioned case was resolved during the pendency of the instant case (and thus would be inequitable to characterize his failure to obey as a repetition),⁵⁷ it nevertheless recognizes that the conduct of respondent can only be rightfully called as outright recalcitrance in violation of Canon 11 of the Code of Professional Responsibility.⁵⁸ This Court cannot simply ignore this fact. Pertinently, in *Villa v. Defensor-Velez*,⁵⁹ this Court meted the penalty of one (1) year suspension to the respondent lawyer for failing to honor her just debt and issuing worthless checks, and in addition, imposed a fine in the amount of ₱10,000.00 for flagrantly disregarding the legal processes and directives of the IBP-CBD to respond to the complaint and personally appear before it during the mandatory conference:

We further agree with the finding that respondent had shown a brazen disregard for the lawful orders and processes of the IBP-CBD. In *Tomlin II v. Moya II*, we held that failure to comply with the orders of the IBP without justifiable reason manifested respondent's disrespect of judicial authorities for which he was reminded that the IBP has disciplinary authority over him by virtue of his membership therein. To repeat, Lim characterized this disobedience as a violation of Section 3, Rule 138, Rules of Court. And in *Robiñol v. Bassig*, we imposed a fine of ten thousand pesos (Php10,000.00) on a lawyer for his repeated and unjustified refusal to comply with the IBP's lawful directives, thus:

For his behavior, Atty. Bassig committed an act in violation of Canon 11 of the Code of Professional Responsibility, to wit:

Canon 11 — A lawyer shall observe and maintain the respect due to the courts and to judicial officers and should insist on similar conduct by others.

⁵⁵ A.C. No. 7849 (Notice), August 28, 2019.

⁵⁶ Id.

⁵⁷ *Cf. Llunar v. Ricafort*, 760 Phil. 27 (2015).

⁵⁸ Canon 11 of the Code of Professional Responsibility provides:

Canon 11 — A lawyer shall observe and maintain the respect due to the courts and to judicial officers and should insist on similar conduct by others.

⁵⁹ A.C. No. 12202, December 5, 2019.

His attitude of refusing to obey the orders of the IBP indicates his lack of respect for the IBP's rules and regulations, but also towards the IBP as an institution. Remarkably, the IBP is empowered by this Court to conduct proceedings regarding the discipline of lawyers. Hence, it is but proper for Atty. Bassig to be mindful of his duty as a member of the bar to maintain his respect towards a duly constituted authority.

Verily, Atty. Bassig's conduct is unbecoming of a lawyer, for lawyers are particularly called upon to obey court orders and processes and are expected to stand foremost in complying with court directives being themselves officers of the court. In disregarding the orders of the IBP, he exhibited a conduct which runs contrary to his sworn duty as an officer of the court.

We find it proper to likewise fine respondent here for her blatant disrespect of the proceedings before the IBP-CBD.

In view of the foregoing, this Court finds it proper to likewise sanction respondent with a fine amounting to ₱10,000.00 for his unjustified refusal to obey the lawful orders of this Court and the IBP-CBD.

WHEREFORE, respondent Atty. Cipriano G. Robielos III is found **GUILTY** of violating Rule 1.01 and Canon 1 of the Code of Professional Responsibility and is hereby **SUSPENDED** from the practice of law for five (5) years to commence immediately from the receipt of this Decision.

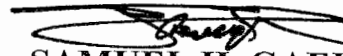
Likewise, for violating Section 3, Rule 138 of the Rules of Court and Canon 11 of the Code of Professional Responsibility, he is **ORDERED** to immediately pay a **FINE** in the amount of ₱10,000.00 upon receipt of this Decision.

In both cases, respondent is **WARNED** that a repetition of the same or similar offense will warrant a more severe penalty.

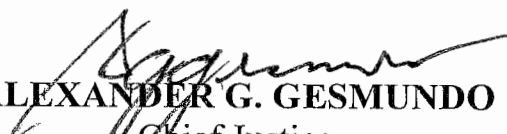
He is **DIRECTED** to immediately file a Manifestation to the Court that his suspension has started, copy furnished all courts and quasi-judicial bodies where he has entered his appearance as counsel.


Let copies of this Decision be furnished to: the Office of the Bar Confidant to be appended to respondent's personal record as an attorney; the Integrated Bar of the Philippines for its information and guidance; and the Office of the Court Administrator for circulation to all courts in the country.

SO ORDERED.

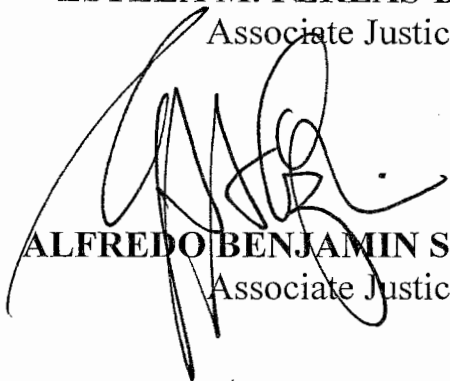

SAMUEL H. GAERLAN
Associate Justice


WE CONCUR:



ALEXANDER G. GESMUNDO
Chief Justice



ESTELA M. PERLAS-BERNABE
Associate Justice



MARVIC M.V.F. LEONEN
Associate Justice

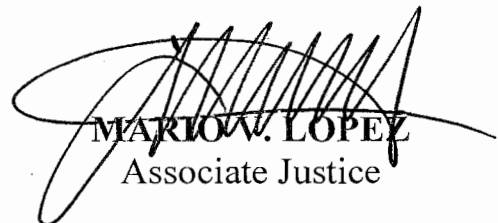

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

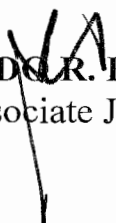

RAMON PAUL L. HERNANDO
Associate Justice


AMY C. LAZARO-JAVIER
Associate Justice

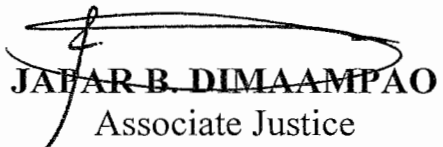

HENRI JEAN PAUL B. INTING
Associate Justice


RODIL V. ZALAMEDA
Associate Justice


MARIO W. LOPEZ
Associate Justice


RICARDO R. ROSARIO
Associate Justice


JHOSEP Y. LOPEZ
Associate Justice



JAFAR B. DIMAAMPAO
Associate Justice



JOSE MIDAS P. MARQUEZ
Associate Justice



ANTONIO T. KHO, JR.
Associate Justice